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GERMAN FARREA MOTA-VAELASCO
Avenida Baja California 200
Colonia Roma Sur
Ciudad de México, México 06760

OSCAR GONZÁLES ROCHA
375 East Camelback Road
Phoenix, Arizona

DANIEL TELLECHEA SALIDO
475 East Camelback Road
Phoenix, Arizona

VERIFICACIÓN

El infrascrito, un abogado autorizado a ejercer en los Tribunales del Estado de Nueva York, es el abogado que representa formalmente a Phillip Nelson Burns, Mirjana Pavkovich, la Administradora del Caudal Hereditario de Rade Pavkovich, Difunto, y a Elmer Halfpap, en la acción judicial adjunta; el declarante ha leído la Demanda mencionada y conoce el contenido de esa [demanda]; la misma es la verdad según el mejor de su conocimiento y acuerdo, basados en información y entendimiento, y en cuanto a esos asuntos, el declarante los cree ser la verdad. Esta verificación se hace por el declarante y no por el demandante porque los demandantes viven fuera del Condado donde el abogado tiene su oficina para el ejercicio de la abogacía.

[Firma ilegible]

Arthur Luxenberg

128

JUZGADO SUPREMO DEL ESTADO DE NUEVA YORK
JUZGADO DE NUEVA YORK

MIRJANA NELSON BURNS, Rade Pavkovich, Administradora del Caudal
y su viudo Rade Pavkovich, Difunto, y
JUNELMER HALFPAP,

Demandante(s),



ASARCO MEXICO S. A. de C.V., una corporación mexicana, SOUTHERN PERU HOLDING CORPORATION, una corporación mexicana, SOUTHERN PERU HOLDING CORPORATION II, una corporación de Delaware, GRUPO MINERO MÉXICO INTERNACIONAL, S. A. DE C.V., una corporación mexicana, COMPAÑÍA MEXICANA de COBRE, una corporación mexicana, JP MORGAN CHASE & CO. y JP MORGAN CHASE & CO. COMPANY antes conocido como CASE NEW YORK, MELLON BANK & TRUST COMPANY, una corporación de Delaware, AMERICAS INVESTING CORPORATION, una corporación de Delaware, ERNST & YOUNG LLP, ERNST & YOUNG INCORPORATE FINANCE, LLC, MARIO LARREA MOTA-VAELASCO, Director de ASARCO, Inc., OSCAR VALENTIN ROCHA Oficial y Director de ASARCO, Inc., DANIEL TELLECHEA Oficial y Director de ASARCO, Inc.

Demandado(s)

Índice #:

Hon.

CERTIFICACIÓN

Conforme a *NYCRR*
Sección 130-1.1a(b)

129

El presente certifco conforme a 22 NYCRR Sec. 130-1.1a(b) que, según mi leal
conocimiento y experiencia, formado después de investigación razonable dadas las
circunstancias, la presentación de los documentos enumerados abajo o las contenciones en eso no
constituye una presentación de la información que es material en el sentido de la
presentación de la información según se define en a 22 NYCRR Sec. 130-1.1(c).

Nueva York, Nueva York
15 de octubre de 2004

WEITZ & LUXENBERG, P.C.
Una Corporación Profesional de Nueva York
180 Maiden Lane
Nueva York, NY 10038
(212)558-5500
Telefacsimil (212)344-5461

Por: [Firma ilegible]
Arthur Luxenberg

130

04114728

JUICIO SUPREMO DEL ESTADO DE NUEVA YORK
ESTADO DE NUEVA YORK

ELLEN NELSON BURNS, MIRJANA PAVKOVICH,
Administradora del Caudal Hereditario de Rade Pavkovich, Difunto,
Y PRETENDIENTE ELMER HALFPAP,

Demandante(s),

contra-

ELLEN NELSON BURNS, MEXICO S.A. de C.V., una corporación mexicana, y otros,

Demandados.

CITACIÓN Y DEMANDA

WEITZ & LUXENBERG, P.C.
Abogados de DEMANDANTES
180 Maiden Lane
Nueva York, NY 10038
(212) 558-5500

BARON & BUDD
Una Corporación Profesional
The Centrum, Suite 1100
3102 Oak Lawn Avenue
Dallas, Tejas 75219
(214) 521-3605

40(s) de

Entrega de una copia de lo adjunto
se admite con la presente.
Fechada 15 de octubre de 2004

APS International, Ltd.

CERTIFICATE OF TRANSLATION-AFFIDAVIT OF ACCURACY

State of Minnesota)
) s.s.
County of Hennepin)

I, the undersigned, being duly sworn, depose and state:

I am qualified to translate from the English language into
Spanish language by virtue of being thoroughly conversant and
proficient in these languages.

I have carefully made the translation appearing on the attached
document(s) and have read it after it was completed; and the said translation is
an accurate, true and complete rendition into the Spanish language
from its original English text, and nothing has been added thereto
or omitted therefrom, to the best of my knowledge and belief.

Diane Myers
Translator

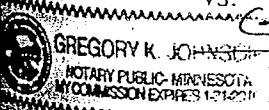
Subscribed and sworn before me this
2nd day of May 2005.

Use Caption:

Burns

vs.

Grupo Mexico



APS International, Ltd.

ATTESTADO DE TRADUCCION-DECLARACION JURADA DE EXACTITUD

ado de Minnesota)
) s.s.
ado de Hennepin)

Yo, el(la) abajo firmante, siendo debidamente jurado(a), depongo y

Soy capacitado(a) para traducir del idioma inglés al idioma español
en virtud de ser completamente versado(a) y cursado(a) en estos

he hecho una traducción cuidadosamente de la(s) hoja(s)
a(s) y la he leído después de que fue terminada; y dicha traducción es
interpretación exacta, verdadera y completa al español de su texto
original del idioma inglés, y no ha sido añadido ni omitido nada, según mi
saber y entender.

Diane Myers
Traductor(a)

Jurado ante mí este
de May 2005.

O de la Acción:

vs.

GREGORY K. JOHNSON
CLERK OF COURT MINNESOTA
COMMISSION EXPIRES 1312011

Burns

vs.

Grupo Mexico

AUTHORIZED TO SERVE JUDICIAL PROCESS UNDER THE UNITED STATES FEDERAL RULES OF CIVIL PROCEDURE AND
THE CIVIL PROCEDURE OF THE STATE OF New York

REQUEST

133

FOR SERVICE ABROAD OF JUDICIAL OR EXTRAJUDICIAL DOCUMENTS

DEMANDE

AUX FINS DE SIGNIFICATION OU DE NOTIFICATION A L'ÉTRANGER
D'UN ACTE JUDICIAIRE OU EXTRAJUDICIAIRE

Convention on the Service abroad of judicial and extrajudicial documents in civil or
commercial matters, signed at The Hague, November 15, 1965.

Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en matière civile
ou commerciale, signée à La Haye le 15 Novembre 1965.

Address of the applicant
Adresse du requérant

CIVIL ACTION, LTD
Global Plaza
1000 Road
Minneapolis 55439-3122
Fax: 952.831.8150
info@CivilActionGroup.com

Address of receiving authority
Adresse de l'autorité destinataire

Ministry of Foreign Relations
Office of the General Directorate of Legal Matters
Litigations Department Division of Rogatory
and Embassy Relations
Flores Magon No. 1, Col. Tlatelolco
Mexico D.F.
06995
Mexico

The applicant has the honour to transmit – in duplicate – the documents listed below and, in conformity with article 5 of the above-
mentioned Convention, requests prompt service of one copy thereof on the addressee, i.e.,
[REDACTED]

l'honneur de faire parvenir – en double exemplaire – à l'autorité destinataire les documents ci-dessous énumérés, en la priant
d'effectuer à la Convention précitée, d'en faire remettre sans retard un exemplaire au destinataire, savoir:
[REDACTED] Grupo Mexico, S.A. de C.V.

12 Baja California 200, Colonia Roma Sur, 06760 Mexico City, Mexico

in accordance with the provisions of sub-paragraph (a) of the first paragraph of article 5 of the Convention.*
[REDACTED] (article 5, alinéa premier, lettre a).

or in accordance with the following particular method (sub-paragraph (b) of the first paragraph of article 5)*:
[REDACTED] (article 5, alinéa premier, lettre b);

to the addressee, if he accepts it voluntarily (second paragraph of article 5)*.
[REDACTED] par remise simple (article 5, alinéa 2).

to be returned to the applicant a copy of the documents – and of the annexes* – with a certificate as provided
[REDACTED]

de renvoyer ou de faire renvoyer au requérant un exemplaire de l'acte – et de ses annexes – avec l'attestation figurant au verso.

1st Amended and Second Amended
[REDACTED]

1st Amended and First Amended Verified

Verified Complaint with Certification
Document to be Served

Done at _____, the _____, 2005
Fait à Minneapolis, Minnesota, U.S.A. _____ le _____

Signature and/or stamp.
Signature et/ou cachet.

Diane K. Neff
(Formerly OBD-116 which was formerly LAA-116, USM-94
both of which may still be used) (Est. 11/22/77)

SUM

Case Name: Burns v. Grupo Mexico S.A. de C.V.
 Defendant: Grupo Mexico, S.A. de C.V.
 Court Case No.: 04/114728

**CERTIFICATE
ATTESTATION**

Convention on the s

The undersigned authority has the honour to certify, in conformity with article 6 of the Convention,
L'autorité soussignée a l'honneur d'attester conformément à l'article 6 de ladite Convention,

Convention relative à la
en matière

1) that the document has been served*

1. que la demande a été exécutée

- the (date)

- le (date)

- at (place, street, number)

- à (localité, rue numéro)

by requesting authority:

à la requérante:

APS Internation

1174

Burns v. Grupo Me

1174

Proposed Order, Supplemental
Complaint with Certification, Su

- in one of the following methods authorised by article 5-

- dans une des formes suivantes prévues à l'article 5:

[] (a) in accordance with the provisions of sub-paragraph (a) of the first paragraph of article 5 of the Convention

a) selon les formes légales (article 5, alinéa premier, lettre a).

[] (b) in accordance with the following particular method*:

b) selon la forme particulière suivante:

[] (c) by delivery to the addressee, who accepted it voluntarily.*

c) par remise simple

The documents referred to in the request have been delivered to:

Les documents mentionnés dans la demande ont été remis à:

- (identity and description of person)

- (identité et qualité de la personne)

- relationship to the addressee (family, business or other):

- liens de parenté, de subordination ou autres, avec le destinataire de l'acte:

of the document:

The purpose of t

The document has been started a

in the proceedings and, wh

time, le cas échéant, le

determined as a result of th

the appearance**:

Court date:

Defendant

KRAMER, P.C., 180 M

Dallas, Texas 75219

Judgment**:

Court decision:

N/A

2) that the document has not been served, by reason of the following facts*:

2. que la demande n'a pas été exécutée, en raison des faits suivants:

In conformity with the second paragraph of article 12 of the Convention, the applicant is requested to pay or reimburse the expenses of the service of the document*.

Conformément à l'article 12, alinéa 2, de ladite Convention, le requérant est prié de payer ou de rembourser les frais dont le détail figure au verso de l'acte.

LIST OF DOCUMENTS: Proposed Order, Supplemental Summons and Second Amended Verified Complaint, Supplemental Summons and First Amended Verified Complaint with Certification, Summary of the Document to be Served, Translation

Annexes

Annexes

Documents returned:

Pièces renvoyées:

Done at

Fait à

of the document:

Court date:

N/A

of the document**:

Court date:

N/A

In appropriate cases, documents establishing the service:

Le cas échéant, les documents justificatifs de l'exécution:

Signature and/or stamp.

Signature et/ou cachet.

* Delete if inappropriate.
 Rayez les mentions inutiles.

2

SUMMARY OF THE DOCUMENT TO BE SERVED
ELEMENTS ESSENTIELS DE L'ACTE

134

Convention on the service abroad of judicial and extrajudicial documents in civil or commercial
matters, signed at The Hague, November 15, 1965.

Convention relative à la signification et à la notification à l'étranger des actes judiciaires et extrajudiciaires
en matière civile ou commerciale, signée à La Haye, le 15 Novembre 1965.

(article 5, fourth paragraph)
(article 5, alinéa 4)

Requesting authority:

Diane K. Myers

APS INTERNATIONAL LTD

APS International Plaza, 7800 Glenroy Road, Minneapolis, Minnesota 55439-3122, U.S.A.

le 5 of the Convention

Plaintiffs v. Grupo Mexico S.A. de C.V.

Order, Supplemental Summons and Second Amended Verified Complaint, Supplemental Summons and First Amended Verified Complaint,
Defendant with Certification, Summary of the Document to be Served, Translation

JUDICIAL DOCUMENT**
ACTE JUDICIAIRE

Object of the document:

The purpose of this document is to inform Grupo Mexico, S.A. de C.V.

Plaintiffs have been started against them and that they have been joined as a defendant.

The proceedings and, where appropriate, the amount in dispute

cas échéant, le montant du litige: Plaintiffs' claim against the defendant is for damages and other relief in an
amount as a result of the defendant's constructive fraud, actual fraud, and fraudulent conveyance.

Time of appearance**:

Defendant is required to answer the complaint and serve a copy of the answer on plaintiffs' attorneys,
FENBERG, P.C., 180 Maiden Lane, New York, NY 10038 USA / BARON & BUDD, The Centrum, Suite 1100, 3102
Dallas, Texas 75219 USA within 30 days after service of the attached documents.

Time of judgment**:

Decision: N/A

Reimbursement of expenses:

Expense: N/A

Object of the document**:

Defendant has 30 days after service of the attached documents in which to answer the complaint
and serve a copy of the answer upon plaintiffs' attorneys.

Order, Supplemental Summons and First Amended Verified Complaint

which will result in the plaintiff(s) taking a default judgment against the defendant for the relief demanded in the

EXTRAJUDICIAL DOCUMENT**
ACTE EXTRAJUDICIAIRE

Object of the document:

Object: N/A

Object of the document**:

Defendant has 30 days after service of the attached documents in which to answer the complaint
and serve a copy of the answer upon plaintiffs' attorneys.

Order, Supplemental Summons and First Amended Verified Complaint

which will result in the plaintiff(s) taking a default judgment against the defendant for the relief demanded in the

Address of the person interested in the transmission of the document.
Adress de la personne intéressée à la transmission de l'acte.

At an IAS Part 60 of the Supreme Court of the State of New York, County of New York, at the Courthouse located at, 60 Centre Street, New York, New York on the 16 day of December 2004. 135

PRESENT:

B. French

Justice

PHILIP NELSON BURNS, MIRJANA PAVKOVICH, Administrator of the Estate of Rade Pavkovich, Deceased, and WARREN SUMMER HALEPAP,

Plaintiff(s),

-against-

Index No.: 114728/04

GRUPO MEXICO S. A. de C.V., a Mexican Corporation, SOUTHERN PERU HOLDING CORPORATION, a Delaware Corporation, SOUTHERN PERU HOLDING CORPORATION, a Delaware Corporation, GRUPO MINERO MEXICO INTERNACIONAL, S.A. DE C.V., a Mexican Corporation, COMPAÑIA MEXICANA de COBRE, a Mexican Corporation, JP MORGAN CHASE & COMPANY b/a CHASE MANHATTAN BANK & TRUST COMPANY, a Delaware Corporation, AMERICAS MINING CORPORATION, a Delaware Corporation, ERNST & YOUNG LLP, ERNST & YOUNG CORPORATE FINANCE, LLC, GERMAN LARREA MOTA-VASCO, Officer and Director of ASARCO, Inc., OSCAR GONZALES ROCHA Officer and Director of ASARCO, Inc., DANIEL TELLECHEA SALIDO Officer and Director of ASARCO, Inc.

PROPOSED ORDER

FILED
DEC 20 2004
NEW YORK
COURT CLERK'S OFFICE

Defendant(s)

Upon reading the Notice of Motion dated November 30, 2004, the affirmation of Gary Klein, Esq., affirmed the 1st day of December, 2004 in support of said motion, and 136 there being no opposition thereto it is hereby

ORDERED, that Plaintiffs Motion to Appoint Special Process Server to Effect Service of Process on an Unauthorized Foreign Corporation Pursuant to the Hague Convention is GRANTED; and it is further

ORDERED, that APS International, Ltd. is authorized to effect service of process on the defendants, Grupo Mexico S. A. de C.V., Grupo Minero Mexico Internacional, Compania Mexicana de Cobre, German Larrea Mota-Vaelasco, Oscar Gonzales Rocha and Daniel Tellechea Salido in Mexico in accordance with the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil or Commercial Matters, TIAS #10072 (U.S. Treaties & Other International Acts) and 20 UST 361 (U.S. Treaties & Other International agreements) and International Law.

NP 164860

ENTER

J.S.C.

BERNARD J. FRIED
J.S.C.

FILED
DEC 20 2004
NEW YORK
COUNTY CLERKS OFFICE

137
COURT OF THE STATE OF NEW YORK
NEW YORK

RONALD BURNS, MIRJANA PAVKOVICH,
Administrator of the Estate of Rade Pavkovich, Deceased,
GARREN ELMER HALFPAP,

Plaintiffs,

against

MEXICO S. A. de C.V., A Mexican Corporation, et al.

Defendants.

PROPOSED ORDER

WEITZ & LUXENBERG, P.C.

Attorneys for

180 Maiden Lane
New York, NY 10038
(212) 558-5500

NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York
certifies that, upon information and belief and reasonable inquiry, the contentions contained in the
document are not frivolous.

Signature.....

Print Signer's Name.....

copy of the within

is hereby admitted.

Attorney(s) for

TAKE NOTICE

that the within is a (certified) true copy of a
entered in the office of the clerk of the within named Court on

that an Order of which the within is a true copy will be presented for settlement to the
Hon. one of the judges of the within named Court,

20 , at

M

WEITZ & LUXENBERG, P.C.

Attorneys for

180 Maiden Lane
New York, NY 10038

Attorney(s) for

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THE COURT OF THE STATE OF NEW YORK
NASSAU COUNTY, NEW YORK

ELLEN NELSON BURNS, MIRJANA
BURNS, Administrator of the Estate of
JOHN BURNS, Deceased, and WARREN
PHALFPAP,

Plaintiff(s),

against-

MEXICO S. A. de C.V., a Mexican
SOUTHERN PERU HOLDING
CORPORATION, a Delaware Corporation,
PERU HOLDING CORPORATION
Corporation, GRUPO MINERO
INTERNACIONAL, S. A. DE C.V., a
Corporation, COMPAÑIA MEXICANA
MEXICANA Mexican Corporation, JP
MORGAN STANLEY & COMPANY f/k/a CHASE
MANHATTAN BANK & TRUST COMPANY,
Corporation AMERICAS MINING
CORPORATION, a Delaware Corporation,
YOUNG LLP, ERNST & YOUNG
PRIVATE FINANCE, L.L.C., GERMAN
MOTA-VAELASCO, Officer and
ASARCO, Inc., OSCAR GONZALES
Officer and Director of ASARCO, Inc.,
ELIBBLECHEA SALIDO Officer and
ASARCO, Inc., CREDIT SUISSE
BOSTON, INC., CREDIT SUISSE FIRST
QUARTERLY and CREDIT SUISSE FIRST
QUARTERLY, INC.

Defendant(s)

above-named Defendants

You are hereby summoned to answer the Complaint in this action and to serve a copy of
Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance,

Index No.: 04/114728

SUPPLEMENTAL SUMMONS

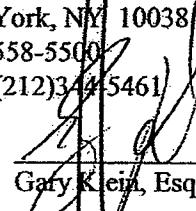
FILED
FEB 17 2005
NEW YORK
COUNTY CLERK'S OFFICE

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and his Attorney(s) within 20 days after the service of this summons, exclusive of the day of service, or within 30 days after the service is complete if this summons is not personally delivered (in the State of New York); and in case of your failure to appear or answer, judgment will be rendered against you by default for the relief demanded in the Complaint.

WEITZ & LUXENBERG, P.C.
A New York Professional Corporation

180 Maiden Lane
New York, NY 10038
(212)558-5500
FAX (212)344-5461

By: 

Gary Klein, Esq.

BARON & BUDD
A PROFESSIONAL CORPORATION

Alan B. Rich, Esq.
The Centrum, Suite 1100
3102 Oak Lawn Avenue
Dallas, Texas 75219
(214) 521-3605
FAX: (214) 520-1181

NO. 193016

STATE OF NEW YORK,
COUNTY OF NEW YORK, SS:
L. NORMAN GOODMAN,
COUNTY CLERK AND CLERK
OF THE SUPREME COURT,
NEW YORK COUNTY,
DO HEREBY CERTIFY ON

MAR 28 2005

THAT I HAVE COMPARED THIS
COPY WITH THE ORIGINAL
FILED IN MY OFFICE ON

2/17/05

AND THAT THE SAME IS A
CORRECT TRANSCRIPT
THEREFROM AND OF THE
WHOLE OF SUCH ORIGINAL
IN WITNESS WHEREOF,
I HAVE HERETO SET MY
HAND AND AFFIXED MY
OFFICIAL SEAL.

Norman Goodman
COUNTY CLERK AND CLERK OF THE
SUPREME COURT, NEW YORK COUNTY
FACSIMILE SIGNATURE USED
PERSUANT TO SEC. 903,
COUNTY LAW.

FEES PAID

FILED
2/17/05
COUNTY CLERK
NEW YORK COUNTY

0
COURT OF THE STATE OF NEW YORK
OF NEW YORK

140

ROBINSON BURNS, MIRJANA
DWIGHT, Administrator of the Estate of
Joyce Deceased, and WARREN
HALFPAP,

Plaintiff(s),

-against-

MEXICO S. A. de C.V., a Mexican
SOUTHERN PERU HOLDINGS
ATION, a Delaware Corporation, SPHC
ated a Delaware Corporation, GRUPO
MEXICO INTERNACIONAL, S. A.
Mexican Corporation, MEXICANA
RESA de C.V. a Mexican Corporation,
DORAMINERA MEXICO, S.A. de
Mexican Corporation, JP MORGAN
COMPANY f/k/a CHASE
BANK & TRUST COMPANY,
corporation, AMERICAS MINING
ATION, a Delaware Corporation,
YOUNG LLP, ERNST & YOUNG
RATE FINANCE, LLC, GERMAN
A. MOTA-VELASCO, Officer and
ASARCO, Inc., OSCAR GONZALEZ
Officer and Director of ASARCO, Inc.,
SUISSE FIRST BOSTON, INC.,
SUISSE FIRST BOSTON, LLC and
SUISSE FIRST BOSTON (USA), INC.

Defendant(s)

Index No.: 04114728

**SECOND AMENDED
VERIFIED COMPLAINT**

1
is by their attorneys, WEITZ & LUXENBERG, P.C. and BARON & BUDD, P.C. for

against Defendants respectfully allege as follows:

PRELIMINARY STATEMENT

This case concerns the acquisition and systematic liquidation of a multi-billion

hundred year old, U.S. Corporation for the benefit of foreign investors and to the resident creditors. The companies and assets which made up Asarco Incorporated were raided, sold for profit and transferred beyond the direct reach of individuals injured and owes compensation. 141

This action arises under the New York Fraudulent Conveyance Act, DEBT. & ~~210 et seq.~~ and the common law of New York concerning fraud. Plaintiffs all have sued ASARCO for personal injuries related to asbestos exposure, and are all creditors of ASARCO. Plaintiffs bring this action on behalf of themselves and as a plaintiff class, as follows (referred to hereinafter as the "Plaintiff Class").

JURISDICTION, VENUE & CHOICE OF LAW

Jurisdiction and venue are proper in the State of New York and New York County

~~NY C.P.J.D.R. art. 5 § 503.~~ New York State Law governs plaintiffs' claims for ~~210 CIV.~~

The parties and the principal transfers complained of herein all have a significant connection with this jurisdiction. At the time of the Leveraged Buyout ("LBO"), ASARCO's principal headquarters was located in New York City. The corporate headquarters of defendant American Chase & Company f/k/a Chase Manhattan Bank & Trust Co. ("Chase") is located in New York City.

All defendants are authorized to transact business in the state and/or have the right to supply goods and services within the state. All defendant corporations and business entities have committed tortious acts within the state of New York.

ASARCO, defendant Grupo Mexico S.A. de C.V. ("GRUPO MEXICO"),

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Americas Mining Corporation ("AMC") and defendant CHASE have all contractually agreed that they might have had to contest the jurisdiction of this Court relating to the same claims contested herein. Further, these defendants have designated within those same contracts that New York State Law governs principal transactions involved in the LBO.

Defendant Ernst & Young, LLP and Ernst & Young Corporate Finance LLC have agreed to conduct business in this state and county.

Defendants Credit Suisse First Boston, Inc., Credit Suisse First Boston, LLC and Credit Suisse First Boston (USA) Inc.'s (collectively "CSFB") principal offices are located in New York City, New York.

The State of New York has the most significant interest in the outcome of this case.

Plaintiffs

Plaintiffs are present unsecured creditors of ASARCO whose claims have not been satisfied. Plaintiffs are persons who were injured by ASARCO and whose tort claims were filed and unfiled against ASARCO at the time of the fraudulent conveyance(s) at issue. Plaintiffs all have "claims" against ASARCO and are therefore "creditors" as that term is defined in the New York Fraudulent Conveyance Act ("the Act"), N.Y. DEBT & CRED. § 270.

The Plaintiffs are by name and citizenship: PHILLIP NELSON BURNS, a citizen of the State of Arizona; MIRJANA PAVKOVICH, Administrator of the Estate of Radenovich, Deceased, a citizen of the State of Arizona; and WARREN ELMER HALFPAP, a citizen of the State of New York.

Defendants

Defendant GRUPO MEXICO S. A. de C.V. ("GRUPO MEXICO") is a Mexican

GRUPO MEXICO may be served with process pursuant to the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the Hague Convention) by providing the Summons and Complaint in proper form to the Mexican Central Authority, which will provide formal service upon GRUPO MEXICO S.A. DE C.V., at its headquarters at Avenue Baja California 200, Colonia Roma Sur, 06760, Mexico City, Mexico.

Defendants herein to "GRUPO MEXICO" include GRUPO MEXICO S.A. de C.V. and its wholly-owned subsidiaries and affiliates, defendants Americas Mining Corporation ("AMC"), Controladora Minera Mexico S.A. de C.V. ("CMM"), Grupo Mexico Minera Mexico Internacional, S.A. de C.V. ("GMMI") and Mexicana de Cobre S.A. de C.V.

Defendants SOUTHERN PERU HOLDINGS CORPORATION ("SPHC") and SOUTHERN PERU HOLDINGS CORPORATION II are incorporated in the State of Delaware and maintain their corporate headquarters at 2575 East Camelback Road, Phoenix Arizona, 85016. The registered service address for both SPHC and SPHC II is the Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801. SPHC is a holding company and was formed as a wholly owned subsidiary of ASARCO to facilitate the transfer of ASARCO's interest in Southern Peru Copper Corporation ("SPCC") to defendant GRUPO MEXICO and/or its affiliates.

Defendant GRUPO MEXICO MINERO MEXICO INTERNACIONAL, S.A. DE C.V. ("GMMI") is a Mexican corporation. GMMI may be served with process pursuant to the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the Hague Convention) by providing the Summons and Complaint in proper form to the Mexican Central Authority, which will provide formal service upon GRUPO MEXICO MINERO MEXICO INTERNACIONAL, S.A. DE C.V., at its headquarters at Avenue Baja California 200, Colonia Roma Sur 06760 Mexico City, Mexico.

Defendant MEXICANA de COBRE S.A. de C.V. is a Mexican corporation. 144

Defendant MEXICANA de COBRE S.A. de C.V. may be served with process pursuant to the Convention

on the Service of Judicial and Extrajudicial Documents in Civil or Commercial Matters

(the "Convention") by providing the Summons and Complaint in proper form to the

Mexican Central Authority, which will provide formal service upon MEXICANA de COBRE

S.A. de C.V., Kilometro 21 Carretera Nacozari Agua Prieta, 84346, Nacozari de Garcia,

Mexico.

Defendant CONTROLADORA MINERA MEXICO, S.A. de C.V.

is a Mexican Corporation may be served with process pursuant to the Convention on

the Service of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the

Convention) by providing the Summons and Complaint in proper form to the Mexican

Central Authority, which will provide formal service upon CONTROLADORA MINERA

MEXICO, S.A. de C.V., at its headquarters at Avenue Baja California 200, Colonia Roma

760 Mexico City, Mexico.

Defendant AMERICAS MINING CORPORATION ("AMC") is incorporated in

Delaware and maintains its principal place of business at 2575 East Camelback

Phoenix, Arizona, 85016. AMC is a wholly owned subsidiary of defendant GRUPO

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Defendant JP MORGAN CHASE & COMPANY f/k/a CHASE MANHATTAN

("Chase") is a Delaware Corporations whose corporate headquarters are located in New

York, New York. Chase Manhattan Bank is a "legacy" company of JP Morgan Chase & Co.

Defendant ERNST & YOUNG, LLP and Defendant ERNST & YOUNG

ERNST & YOUNG FINANCE, LLC (collectively "Ernst & Young") are limited liability companies.

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Firms with worldwide offices including offices in New York City, New York.

Defendants CREDIT SUISSE FIRST BOSTON, INC., a Delaware Corporation,

WISSE FIRST BOSTON, LLC a Delaware Limited Liability Company and CREDIT

CSFB BOSTON (USA), INC. a Delaware Corporation (collectively "CSFB") served as

visor to ASARCO's Board of Directors at the time of the LBO and a commercial

cially backed the LBO and profited from the transaction. CSFB does business

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Defendant GERMAN LARREA MOTIA-VELASCO was the Chairman and Chief

Officer of ASARCO from November 1999 and at the date of the transfer of SPCC to

He was also Chairman of the Board of SPCC and Chief Executive Officer and Chairman

head of GRUPO MEXICO, and he owes a fiduciary duty to ASARCO's creditors,

plaintiffs. Mr. Mota-Velasco may be served with process pursuant to the Conven

Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters

the Convention) by providing the Summons and Complaint in proper form to the

Central Authority, which will provide formal service upon Mr. Mota-Velasco at

Business at Avenue Baja California 200, Colonia Roma Sur 06760 Mexico City.

10. *Journal of the American Statistical Association*, 1980, 75, 362-368.

Defendant OSCAR GONZALEZ BOCHA was a Director of ASARCO at the

the transfer of SPCC to AMC. At that time he was also President, General Director and

Operating Officer of SPCC, and he owes a fiduciary duty to ASARCO's creditors.

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plaintiffs. Mr. Rocha may be served with process at his place of business at its
place of business at 2575 East Camelback Road, Phoenix, Arizona.

PLAINTIFF CLASS

23. The Plaintiff Class is defined as: All persons who were exposed to, inhaled, or otherwise absorbed asbestos or asbestos containing products in the course of their employment during non-occupational work projects (including but not limited to, home and office repairs, maintenance and remodeling) and/or in other ways, which were or are or were deemed sold, distributed or installed directly or indirectly by ASARCO, Inc. and have or will contract asbestos related diseases. All members of the Plaintiff Class are unsecured creditors of ASARCO, entitled to judgment against the Defendants and Defendant Class who through negligent and intentional acts, fraudulently conveyed and/or facilitated the conveyance of ASARCO's principal assets which should rightfully be available to compensate the Plaintiff Class members arising from ASARCO's tortious conduct.

DEFENDANT CLASS

24. The Defendant Class is defined as all named defendants who participated in and benefited from the liquidation of ASARCO's principal assets.

BACKGROUND ALLEGATIONS

ASARCO BEFORE THE LEVERAGED BUYOUT

25. Prior to the leveraged buyout of ASARCO by GRUPO MEXICO, ASARCO's publicly filed financial statements portrayed ASARCO as a solvent, international, publicly traded corporation, listed on the New York Stock Exchange with more than four billion dollars in assets and a low debt to asset ratio.

26. However, the Defendants, including the Officers and Directors of ASARCO, were

multiple claims against the company for environmental cleanup relating to ASARCO's
smelting operations in the United States and thousands of asbestos related personal
claims stemming from the operation of ASARCO's own facilities and those of two of
ASARCO's subsidiaries Capco Pipe Company (asbestos product manufacturer and distributor)
and Amiante du Quebec (LAQ) (asbestos mining operation). 147

Taking these present and anticipated creditor claims into account, ASARCO was
facing insolvency prior to the LBO.

ASARCO's Directors decided to sell the company. The Directors, all insiders and
holders of ASARCO, entertained and accepted tender offers from Phelps Dodge
and defendant GRUPO MEXICO.

The sale of ASARCO and the liquidation of the company's principal assets prior
to settlement of its environmental claims, including asbestos claims, and its other anticipated
creditor claims, unlawfully favored shareholders at the expense of creditors including

OVERVIEW OF GRUPO MEXICO'S TENDER OFFER AND INTEGRATED PLAN OF LIQUIDATION

GRUPO MEXICO offered to purchase ASARCO's stock for cash through a
buyout. GRUPO MEXICO's tender offer consisted of \$29.75 per share, a guarantee of
Chase and other lenders including CSFB to ASARCO to repurchase its own stock
sumption of \$1.2 billion dollars in "pre-existing corporate debt." GRUPO MEXICO's
did not, however, involve actually paying-off all of ASARCO's "pre-existing corporate

GRUPO MEXICO would then force ASARCO to become responsible for the loan

and the other lenders, requiring ASARCO (rather than GRUPO MEXICO) to pay for its debt by GRUPO MEXICO. ASARCO was thus forced to repay the loans made to GRUPO MEXICO by cannibalizing itself through the sale of its own assets. 148

As for the "pre-existing corporate debt" most of the debt was not owed or incurred by ASARCO. This debt was SPCC's, and it arose out of an expansion project of copper mining operations. Nevertheless, upon information and belief, GRUPO MEXICO required that assets of ASARCO be liquidated to pay down SPCC's debt.

Having used its own assets to pay down SPCC's debt, ASARCO transferred its SPCC assets to GRUPO MEXICO for unreasonably small consideration.

III. GRUPO MEXICO'S PURCHASE AND PRIVATIZATION OF ASARCO

In November 1999, GRUPO MEXICO purchased ASARCO in a "bust up" transaction wherein the non-mining assets of ASARCO were sold to finance the purchase. The acquisition of ASARCO by GRUPO MEXICO was accomplished through the redemption/share repurchase of ASARCO's stock. Prior to its tender offer, GRUPO MEXICO, through its subsidiary, acquired slightly more than 9% of the outstanding ASARCO common stock and was the company's largest, single shareholder. As ASARCO repurchased its own stock, GRUPO MEXICO's ownership interest in ASARCO increased.

In connection with the acquisition, GRUPO MEXICO caused ASARCO to merge with its GRUPO MEXICO merger subsidiary with "ASARCO" being the survivor. GRUPO MEXICO's ASARCO stock was then transferred to another holding company, defendant American Mining Corporation (AMC).

After redemption/share repurchase of the other ASARCO shareholders, GRUPO MEXICO privatized ASARCO in anticipation of liquidating its non-mining assets. ASARCO

ed from the New York Stock Exchange, and ASARCO was no longer required to file financial reports. 149

In a series of related, integrated and designed transactions, GRUPO MEXICO acquired ASARCO by means of a leveraged buyout for less than fair consideration, without good cause, in derogation of creditors' rights, including plaintiffs'.

GRUPO MEXICO's acquisition costs for the purchase of ASARCO were paid by ASARCO. In November 1999, GRUPO MEXICO negotiated with ASARCO financing to redeem ASARCO's stock.

To pay initial acquisition costs, GRUPO MEXICO caused ASARCO (through the MEXICO merger subsidiary) to borrow eight hundred seventeen million dollars (817,000,000) ("acquisition loan") from defendant Chase.

Chase also set up and syndicated a four hundred fifty million dollar (450,000,000) revolving line of credit for ASARCO which added to the company's debt load.

As collateral, ASARCO pledged its ownership interest in SPCC, Enthon-OMI, United companies (collectively "Enthon") and American Limestone Company and Subsidiaries (collectively "American Limestone"). (SPCC, Enthon and American Limestone are collectively referred to herein as "ASARCO's principal assets"). As a part of GRUPO MEXICO's acquisition and in anticipation of transfer to GRUPO MEXICO, ASARCO sold SPCC stock in a wholly owned subsidiary and holding company, Southern Peru Corporation ("SPHC"). At the time of acquisition, ASARCO owned approximately 99.9% of the voting stock of SPCC.

Chase and the other participating banks expected to be paid, and were paid, as